

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re

MANHATTAN RIVER GROUP, LLC,

Debtor.

:
: Chapter 11
:
: Case No.: 18-14125
: (SHL)
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**ORDER PARTIALLY GRANTING CITY OF NEW YORK’S CROSS
MOTION AS TO MARINA LICENSE UNDER 11 U.S.C. § 365**

Upon the City of New York’s (the “**City**”): (I) objection (the “**Objection**”) to the motion (the “**Extension Motion**”) of Manhattan River Group, the above captioned Debtor and Debtor-in-Possession (the “**Debtor**”), seeking entry of, *inter alia*, an order purportedly pursuant to §365(d)(4) of the Bankruptcy Code [Docket No. 26], extending the Debtor’s time to assume or reject two License Agreements with the City, through July 18, 2019, the date that is 210 days after the order for relief in this case; and (II) the City’s cross motion (the “**Cross Motion**”) for an order (A) lifting the automatic stay to permit the termination of the Restaurant License and the Marina License (both as defined in the City’s Cross Motion) pursuant to Section 362(d)(1), and (B) in the alternative, determining that the License Agreements may not be assumed or assigned pursuant to Section 365, which Objection and Cross Motion the City filed on May 13, 2019; and the Court having held a hearing on shortened notice on May 14, 2019, it is hereby

ORDERED, that the City's Cross Motion is granted in part, solely to the extent set forth herein:

1. The Marina License is rejected pursuant to 11 U.S.C. § 365, effective May 15, 2019.
2. The Marina License will terminate effective May 20, 2019 (the "Termination Date").
3. The Debtor shall vacate the premises covered by the Marina License as follows:

(a) The Debtor shall remove all of its personal property, including supplies and records as quickly as practicable, but in no event later than forty five (45) days after the Termination Date, except as set forth herein; and

(b) Only until the Court enters an order determining the City's Cross Motion as to the Restaurant License, or upon entry of such other and further order of the Court as may be appropriate, the Debtor may continue to use: (i) the limited areas of the Quonset Hut (as defined in the Marina License) which are identified in the floorplan attached hereto as Exhibit "A"; (ii) the areas of the kitchen and lounge that are currently mapped on the Marina property; (iii) the ice machines, IT infrastructure and connections for utilities located in the beach bathroom building as identified in the floorplan attached hereto as Exhibit "B", (iv) the changing room adjacent to the Quonset Hut; (v) for access, shared use of the blacktop area within the boundary gates of the premises that are adjacent to the restaurant.

4. Except as set forth in this Order, the rights of the Debtor, the City and the other parties in interest are expressly reserved, including without limitation all economic rights with respect to the personal property of Debtor.

5. The 14-day stay of this Order under Fed. R. Bankr. P. 4001(a)(3) is waived and this Order is effective immediately upon its entry.

Dated: New York, New York
May 23, 2019

/s/ Sean H. Lane
HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT "A"

Quonset Hut Floor Plan

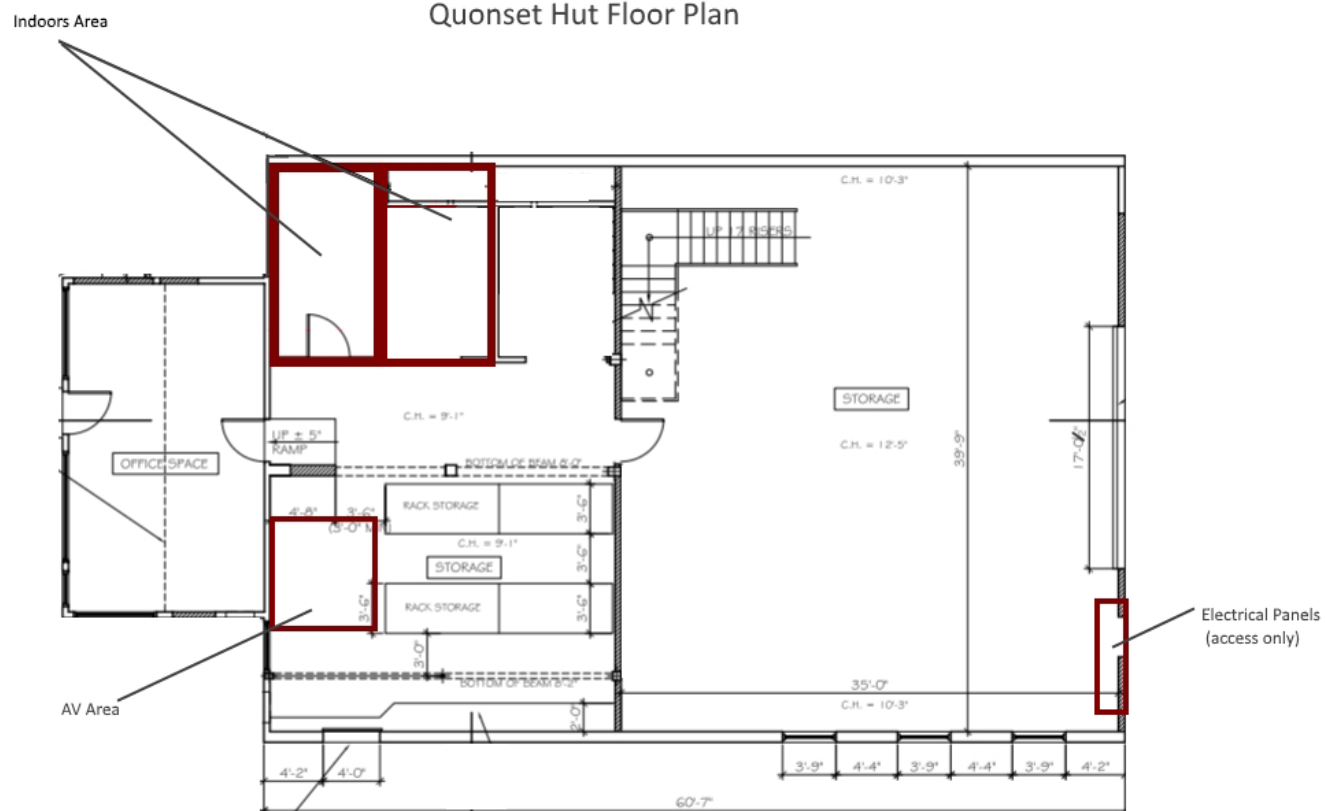


EXHIBIT "B"

MRG Retained Area Marked in Red

